

6. INSURANCES

The production process entails considerable risks, requiring comprehensive insurance coverage. Responsibility for securing this coverage rests with the Advertiser or its Communication Agency.

In the BCP Production Briefing Tool, it can be clearly specified which insurance policies the Production Company needs to secure for each aspect of the production, with coverage commencing at the start of pre-production and no later than the first day of material use (e.g. pre-lighting).

However, underwriting a "Film All-Risks Insurance" is mandatory. Without this insurance, a Production Company acting professionally may not proceed with its work.

Talent non-appearance can be covered by a specific "Non-Appearance Insurance" for talent and key personnel (such as the Director or Director of Photography), and BCP strongly advises underwriting this insurance as well.

The Production Company assumes no responsibility for the Advertiser's moral or commercial rights over their delivered materials or products, nor for any damage to these materials or products that may occur during production or any consequential damage resulting from this, nor for transport unless otherwise agreed.

Specific provisions can be outlined in the 'special conditions' section, with start and end dates for additional coverage clearly indicated.

The independent Production Company shall not be held liable for any costs or damages arising from an incident for which the Advertiser or its Communication Agency has failed to secure the necessary insurance coverage. In such cases, the Production Company reserves the right to recover all associated costs from the Advertiser or its Communication Agency.

If the Advertiser or its Communication Agency is responsible for underwriting the insurance themselves, they must confirm all coverage for the Production Company before production begins. The Production Company, in turn, will communicate any special insurance requirements to ensure comprehensive coverage. In this arrangement, the account policyholder (either the Advertiser or its Communication Agency) assumes all production risks. Also, any time and costs the Production Company incurs in managing the claim with the insurance provider of the Advertiser or its Communication Agency will be extra charged.

6.1 FILM ALL-RISKS INSURANCE

Standard Production Cover

- **Support:** Covers all financial losses resulting from the deterioration, disappearance, or destruction of any support (blank or not) used in the production.
- **Additional costs:** Covers the financial consequences incurred by the Production Company following a postponement, stoppage, or abandonment of the shoot due to damage, destruction, or theft (with forcible entry) of equipment, props, buildings, character and technical vehicles used for and during the production, or any other essential item for the shoot.
- **Equipment:** Covers damage to all shooting and sound equipment (hired or owned), including transmission, reproduction, and lighting (such as lamps, generators, special effects equipment, and mobile studios) used for the production. This also includes accessories, replacement parts, flight cases, and specialized cases or boxes for the listed equipment.
- **Props, sets, and accessories:** Covers damage to all items required for the production, such as sets, costumes, accessories, furniture, and similar objects (hired or owned).
- **Character vehicles:** Covers damage to picture vehicles (= vehicles used in the image of the film) for which the insured party is legally liable once they are on location or during transit between locations. Note: Boats, planes, helicopters, trains, trams, subways, and any vehicle not intended for road use are excluded, as are commercial/production vehicles.
- **Production office contents:** Covers damage to production office contents, including furniture, computers, equipment, supplies, and outfitting necessary for the production.
- **Baggage:** Covers damage to all personal luggage belonging to cast or crew.
- **Cash:** Covers repayment of cash intended for production needs, stolen through mugging of the production personnel.



6.2 ADDITIONAL BASIC INSURANCE COVER

Personal Accident Cover

Provides cover for physical accidents occurring during production. This cover is mandatory for extras by law, as producers are required to provide accident insurance for them. It is also recommended for freelancers who do not have personal accident insurance. This cover provides the following protections:

- Death
- Permanent disablement
- Temporary disablement
- Medical expenses

This does not cover members of the Advertiser or Communication Agency during their work for the production, on or off set, unless specifically requested in the BCP Production Briefing Tool.

6.3 OPTIONAL SPECIAL INSURANCE COVERS

Non-Appearance Insurance

Covers financial losses incurred by the production due to a postponement, stoppage, or abandonment of shooting in the event of death, injury by accident, illness, or criminal arrest of a person named in the insurance policy. Coverage extends to the death of a parent, child, spouse, or common-law partner of the insured individuals. In such cases, the indemnity is limited to a maximum of three shooting days. Coverage also includes the illness or accident of a parent, child, spouse, or common-law partner resulting in hospitalization of over five days, provided this occurs during the policy period and the person is under 80 years of age. Indemnity is limited to a maximum of three days of shooting.

Travel Insurance

When filming takes place abroad or key personnel need to travel from abroad to Belgium, it is recommended to secure travel insurance. This can be indicated in the Production Briefing.

Weather Day Insurance

Under no circumstances can the Production Company be held responsible for weather conditions. For this reason, a Weather Day Insurance policy can be arranged. This insurance covers any financial consequences the Production Company might incur due to the postponement or reshoot of a shooting day caused by bad weather. Coverage is based on a Weather Day Budget provided by the Production Company and is adjusted according to various geographical and seasonal factors.

The cost of Weather Day Insurance is extremely high, cannot always be secured in all situations, and will be provided upon request by the Advertiser or its Communication Agency as a separate quote from the Production Company estimate.

If Weather Day Insurance is required, the request must be submitted to the insurer at least 10 days before the first shooting day; otherwise, coverage cannot be guaranteed.

Please consult with the Production Company to determine whether this insurance is relevant for your production.

Error & Omission Cover (E&O)

Protects the independent Production Company against claims related to title rights, music rights, story rights, and image rights. This cover is occasionally requested by the Advertiser or Communication Agency for distribution rights of the audiovisual production post-completion. Insured amounts range from €1M to €5M, with coverage durations from one to five years. A completed E&O proposal form and prior rights clearance are required for a quote.